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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

)
PFIZER INC.,)
PFIZER IRELAND PHARMACEUTICALS and)
UPJOHN MANUFACTURING IRELAND)
UNLIMITED CO.,)
)
Plaintiffs,) 1:21-CV-5215 ()
)
- v. -)
)
DSV PANALPINA A/S and)
PANTAINER (H.K.) LIMITED,)
)
Defendants.)
)

COMPLAINT

Plaintiffs by their attorneys, Kennedy Lillis Schmidt & English, allege upon information and belief, as follows:

FIRST: All and singular the following premises are true and constitute an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

SECOND: At and during all the times hereinafter mentioned plaintiffs had and now have the legal status and principal office and place of business stated in Schedule A, hereto annexed and by this reference made a part hereof.

THIRD: At and during all the time hereinafter mentioned defendants had and now have the legal status and offices and places of business stated in Schedule A, and were and now are engaged in business as common carriers of merchandise by water for hire.

FOURTH: On or about the date and at the port of shipment stated in Schedules A, there were shipped by the shippers therein named and delivered to defendants and the vessels, as common carriers, the shipments described in Schedule A then being in good order and condition, and defendants and the said vessel then and there accepted said shipments so shipped and delivered to them, and in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipments to the ports of destination stated in Schedule A, and there deliver the same in like good order and condition as when shipped, delivered to and received by them, to the consignees in Schedule A.

FIFTH: Thereafter, the said vessels arrived at the port of destination, where the defendants failed to make delivery of the shipments described in Schedule A, all in violation of defendants' obligations and duties as common carriers of merchandise by water for hire.

SEVENTH: Plaintiffs are the consignee or owner of the shipments described in Schedule A and bring this action on their own behalf and as agents or trustees on behalf of and for the interest of all parties who may be or become interested in the said shipments, as their respective interests may ultimately appear, and plaintiffs are entitled to maintain this action.

EIGHTH: By reason of the premises, plaintiffs have sustained damages, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of \$126,676.78.

WHEREFORE, plaintiffs pray:

1. That process in due form of law issue against defendants citing them to appear and answer all and singular the matters aforesaid;
2. That if defendants cannot be found within this District, then all their property within this District as shall be described in Schedule A, be attached in the sum of \$126,676.78, with interest thereon and costs, the sum sued for in this complaint;
3. That judgment be entered in favor of plaintiffs against defendants for the amount of plaintiffs' damages, together with interest and costs and the disbursements of this action;
4. That this Court grant to plaintiffs such other and further relief as may be just and proper.

Dated: New York, New York
June 11, 2021

KENNEDY LILLIS SCHMIDT & ENGLISH
Attorneys for Plaintiffs

By: /s/ Charles E. Schmidt
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K:\6393_PFIZER(DSV)\LEGAL+DISCOVERY\6393SCHEDULEA(REV1).DOCX

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Plaintiffs,) 1:21-CV-5215 ()
- v. -)
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PANTAINER (H.K.) LIMITED,)
Defendants.)
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SCHEDULE A
TO COMPLAINT

PLAINTIFFS' LEGAL STATUS

Plaintiff, PFIZER INC., is a corporation organized under, and existing by virtue of, the laws of the State of Delaware, with a principal place of business at 235 East 42nd Street New York, New York.

Plaintiff, PFIZER IRELAND PHARMACEUTICALS, is a private unlimited company, registered in Ireland under company number 490938, having registered offices at Operations Support Group, Ringaskiddy, Co. Cork, Cork, Republic of Ireland, and was and now is a subsidiary of PFIZER INC.

Plaintiff, UPJOHN MANUFACTURING IRELAND UNLIMITED CO., is a private unlimited company, registered in Ireland under company number 635028, having registered offices

at Little Island, T45 F627, Co. Cork, Cork, Republic of Ireland, and was at all material times a subsidiary of PFIZER INC.

DEFENDANTS' LEGAL STATUS

Defendant, DSV PANALPINA A/S, is a corporation or other business entity organized and existing under, and by virtue of, the laws of the Kingdom of Denmark, with a registered office at Hovedgaden 630, 2640 Hedehusene, Denmark, and a branch office at 70 East Sunrise Highway, Suite 615, Valley Stream, New York. DSV PANALPINA A/S is, on information and belief, the successor by merger to the obligations of non-party defendant PANALPINA, INC. PANALPINA, INC. was, at material times, a corporation organized under, and existing by virtue of, the laws of the State of New York, with a principal place of business at 703 Waterford Way, Suite 890, Miami, Florida, 33126. DSV PANALPINA A/S, and, previously PANALPINA, INC., conduct business as a global transport and logistics services provider.

Defendant, PANTAINER (H.K.) LIMITED, is a private company limited by shares organized and existing under, and by virtue of, the laws of the Hong Kong Special Administrative Region, with a principal office and place of business at 13011-13W, 13/F ATL Logistics Centre B, Berth 3, Kwai Chung Container Terminal, N.T., Hong Kong (S.A.R) and an office for the transaction of business at c/o DSV, 70 East Sunrise Highway, Suite 615, Valley Stream, New York. PANTAINER (H.K.) LIMITED conducts business, *inter alia*, as a non-vessel owning common carrier by sea.

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PARTICULARS OF CLAIMS*Shipment no. 1*

DSV Claim File	202087407
Carrier	Pantainer (H.K.) Limited d/b/a Pantainer Express Line
Pantainer Bill of Lading	MAA067466
Bill of Lading date	November 11, 2019
Master Bill of Lading	MEDUUM959026
Master Carrier	Mediterranean Shipping Company
Container	FCIU4650724
Original Seal no.	FJ07269131
Shipper	Solara Active Pharma Sciences Limited
Consignee	Upjohn Manufacturing Ireland Unlimited Co.
Buyer	Upjohn Manufacturing Ireland Unlimited Co.
Invoice No.	1107300427
Port of Loading	Chennai
Port of Discharge	Dublin
Vessel	Spirit of Mumbai
Product	Venlafaxine
Packing	125 fibre drums on 16 pallets plus one datalogger
Terms	FCA Supplier
Price	\$121 per kg.
Price per drum	USD 2,694.39
Cause of loss	Drums pilfered and tampered with during carrier custody, causing loss of product and loss of product integrity of 13 drums.
Loss	USD 35,027.07

Shipment no. 2

DSV Claim	202088888
Carrier	Pantainer (H.K.) Limited d/b/a Pantainer Express Line
Pantainer Bill of Lading	MAA326435
Bill of Lading date	June 24, 2020
Master Bill of Lading	203358360
Master Carrier	Maersk A/S
Container	TEMU1160917
Original Seal no.	MLIN2588746
Shipper	Solara Active Pharma Sciences Limited
Consignee	Pfizer Ireland Pharmaceuticals
Buyer	Upjohn Manufacturing Ireland Unlimited Co.
Invoice No.	1107300585
Port of Loading	Chennai
Port of Discharge	Dublin
Vessel	Maersk Kinloss
Product	Venlafaxine
Packing	125 fibre drums on 16 pallets plus one datalogger
Terms	EXW Supplier
Price	\$121 per kg.
Price per drum	USD 2,694.62
Gross weight/drum	29.94 kg.
Cause of loss	Drums pilfered and tampered with during carrier custody, causing loss of product and loss of product integrity of 13 drums.
Loss	USD 35,030.06

Shipment no. 3

DSV Claim	202089180
Carrier	Pantainer (H.K.) Limited d/b/a Pantainer Express Line
Pantainer Bill of Lading	MAA326749
Bill of Lading date	July 13, 2020
Master BL	Unknown
Master Carrier	Maersk A/S
Container	TEMU1511628
Original Seal no.	MLIN2670621
Shipper	Solara Active Pharma Sciences Limited
Consignee	Pfizer Ireland Pharmaceuticals
Buyer	Upjohn Manufacturing Ireland Unlimited Co.
Invoice No.	1107300603
P/Loading	Chennai
P/Discharge	Dublin
Vessel	Maersk Sentosa
Product	Venlafaxine
Packing	125 fibre drums on 16 pallets plus one datalogger
Terms	EXW Supplier
Price	\$121 per kg.
Price per drum	USD 2,696.65
Gross weight/drum	29.97 kg.
Claim	Drums pilfered and tampered with during carrier custody, causing loss of product and loss of product integrity of 21 drums
Loss	USD 56,629.65